

A. G. Contract No : KR04-0001TRN
ADOT ECS File No.: JPA 03-111
Project: Rio de Flag Bridge EB & WB
(Str. #1482 & #1483)
Section: Flagstaff Waterline Relocation
(I-40 WB Sta. 2281+43.20, MP 197)
ADVANTAGE NO.: H5768 01C
BUDGET SOURCE NO.: 14104

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF, ARIZONA

THIS AGREEMENT is entered into March 31, 2004 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's proposed bridge replacement project of two bridges over the Rio de Flag Wash, the City has requested the State relocate and encase approximately 635 linear feet of the City's waterline, estimated at \$ 262,993.00, shown on Exhibit "A", attached hereto and made a part hereof, all at City expense, hereinafter referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26752
Filed with the Secretary of State
Date Filed: 03/31/04

Janice K. Brewer
Secretary of State

By: Timothy D. Graesswald

II. SCOPE OF WORK

1 The State will:

a. Upon execution of this agreement, agree to be authorized agent for the City. Using the design plans provided by the City, review and upon concurrence, include the City's design plans for construction of the Project.

b. Call for bids, award one or more contracts to accomplish the Project, administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications.

c. Invoice the City on July 1, 2004, for the estimated costs of the Project, including a fixed fee for mobilization, QC, survey, and construction engineering and administration at a combined rate of 27%, in an amount estimated at \$262,993.00, as shown on Exhibit A.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, invoice or reimburse the City any difference between the estimated costs of the Project initially paid by the City and the actual costs for construction of the Project, including a fixed fee for mobilization, QC, survey, and construction engineering and administration at a combined rate of 27%.

e. Upon completion of the Project, provide the City with the waterline reproducible As-Builts.

2. The City will:

a. Upon execution of this agreement, does hereby designate the State as authorized agent for the City. Be responsible for all costs associated with the Project. Be responsible for any Project related contract modifications and any contractor claims for extra compensation attributable to the City.

b. No later than 15 January 2004, provide to the State, design plans, specifications and other such documents and services required for construction bidding and construction of the Project. Incorporate or resolve State's review comments.

c. On or after July 1, 2004, and upon 30 days of receipt of an invoice, remit \$262,993.00, to the State for the estimated costs of the Project, including a fixed fee for mobilization, QC, survey, and construction engineering and administration at a combined rate of 27%, as shown on Exhibit "A".

d. Upon completion and acceptance of the Project, reimburse the State if necessary, any cost of the Project that exceeds the amount of the City's initial remittance, within 30 days after receipt of an invoice for the total actual costs for construction, including a fixed fee for mobilization, QC, survey and construction engineering and administration at a combined rate of 27%, as shown on Exhibit "A".

e. Upon completion and acceptance by the State, assume ownership and maintenance responsibility for said waterline relocation and encasement improvements.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX No.: 602-712-7424

City of Flagstaff
City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001-5399

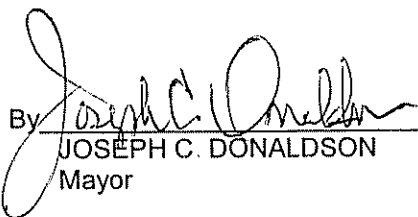
9. Attached hereto and incorporated herein are the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

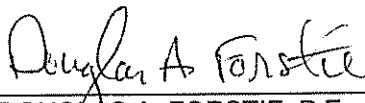
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

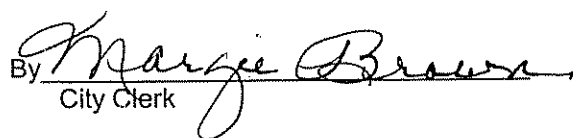
STATE OF ARIZONA

Department of Transportation

By 
JOSEPH C. DONALDSON
Mayor

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer

ATTEST

By 
City Clerk

G:03-111-Flagstaff-Waterline Relocation
30Dec2003-lg/ly

EXHIBIT A

City of Flagstaff
ADOT I-40 Water Line Relocations
(J.P.A. #: 03-111)
TRACS No. H 5768 01C

COMBINED ESTIMATE
100% Submittal

<u>PROJECT NO.</u>	<u>TERMINI</u>	<u>LOCATION</u>	<u>ITEM</u>
519900		Flagstaff	
<u>COUNTY</u>	<u>GROSS LENGTH</u>	<u>NET LENGTH</u>	<u>PREPARED BY</u>
Coconino			DMJM+HARRIS

EXHIBIT A
COMBINED ESTIMATE
100% Submittal
(J.P.A. #: 03-111)

Date: 12/10/2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
8080692	PIPELINE ENCASEMENT	LF	230	\$75	\$17,250
8081151	WATER LINE (VALVE, COMBINATION 2")	EA	1	\$2,500	\$2,500
8081248	PIPE, STEEL (48")	LF	176	\$295	\$51,920
8081481	PIPE, DUCTILE IRON (30")	LF	635	\$174	\$110,490
8084024	BUTTERFLY VALVE (24")	EA	2	\$8,000	\$16,000
N/A	CONTINGENCIES (5%)	L.SUM	1	\$8,921	\$8,921
	ROADWAY TOTAL:				\$207,081
	MOBILIZATION, QC, SURVEY (12%)(FIXED FEE)	L.SUM	1	\$24,850	\$24,850
	CONSTRUCTION ENGINEERING AND ADMINISTRATION (15%)(FIXED FEE)	L.SUM	1	\$31,062	\$31,062
	PROJECT TOTAL:				\$262,993

APPROVAL OF THE CITY OF FLAGSTAFF ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, *State of Arizona, by and through the* between the ⁿDEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 6th day of February, 2004.

H M Lane

City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

TERRY GODDARD
ATTORNEY GENERAL

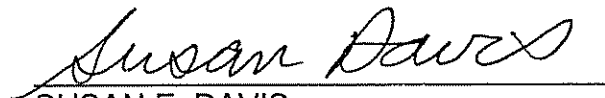
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0001TRN (**JPA 03-111**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 25, 2004.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/mjf
Attachment
836597